

**FAIRFAX
COUNTY**

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
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MAY 16 2003

AMENDMENT NO. 2

SUBJECT: Healthy Families Fairfax Program

CONTRACTOR
Abilities Network, Inc.
300E. Joppa Road, #1103
Towson, MD 21286

VENDOR CODE
B52-6060453-01

CONTRACT NO.
RQ01-480672-21A

By mutual agreement, Contract RQ01-480672-21A is amended to reflect the following additions to the Healthy Families Fairfax Program (HFF) operations, effective date of signature.

I. Purpose

This Amendment is entered into by and between the Fairfax County Department of Family Services, hereinafter referred to as "FCDFS", and Abilities Network, Inc. (hereinafter referred to as "ANI").

The purpose of this amendment is to assure that the ANI provides administrative services in support of foster care or pre-placement preventive services provided consistent with Title IV-E of the Social Security Act, and other programs that may be so authorized by the FCDFS and the Virginia Department of Social Services (VDSS).

This amendment will be subject to all relevant and applicable State and Federal regulations. In accordance with the requirements of the VDSS, FCDFS will retain ultimate responsibility for the administration of services provided by the ANI as a part of this amendment.

II. Administration of the Title IV-E Foster Care State Plan

- A. It is agreed by both FCDFS and ANI that the scope of services described in Attachment A is fully within this definition of "administration" under ***Title IV-E***.
- B. ANI will be required to report the total actual costs incurred under this amendment to FCDFS as "certified public expenditures." ANI will be required to certify to FCDFS that the non-Federal funds used to support these expenditures will be public funds that are not being used as match for any other Federal program.
- C. For all administrative costs associated with foster children or with pre-placement prevention for every child provided the case plan for the child stipulates that, absent the provision of pre-placement preventive services, the child would be a "reasonable candidate" for removal from his or her home. "Reasonable candidates" are those children for whom there is:

RQ01-480672-21A
Amendment No. 2
Page 2

- a defined case plan which clearly indicates that, absent effective preventive services, foster care (or other out of home placement) is the planned arrangement for the child; or,
- an eligibility determination form which has been completed to establish the child's eligibility under Title IV-E; or,
- evidence of court proceedings in relation to the removal of the child from the home, in the form of a petition to the court, a court order or a transcript of the court's proceedings.

D. ANI will only report FFP for administrative costs incurred with respect to clients FCDFS deems to be "reasonable candidates". The determination of reasonable candidacy will be documented every six months in the service plan or a suitable addendum as prescribed by VDSS.

III. Responsibilities of the Parties

- A. ANI will be responsible for providing administrative support to social service programs and other services as described in Attachment A and submitting to FCDFS, no less frequently than semi-annually, a report documenting:
1. administrative services provided by ANI in support of foster care, or pre-placement preventive services provided to "reasonable candidates" as defined under Title IV-E, or other programs; where possible identifying specific service programs, number of persons served, and outcomes achieved during the past reporting period;
 2. actual costs incurred;
 3. significant changes (if any) in the volume, scope or nature of administrative services to be provided by ANI during the coming period; and
 4. issues affecting FCDFS programs that require resolution.
- B. ANI agrees to maintain documentation of the expenditures that it incurs and the eligibility of the persons served consistent with procedures developed by VDSS and consistent with those services identified with the approved plan, as defined in the Scope of Services (Attachment A).
- C. ANI, or its agent(s), agree to retain all books, records, and other documents which are relevant to this contract for no less than three (3) years after the date of the final report for the applicable period; a resolution of audit findings; or disposition of non-expendable property, whichever is later.
- D. ANI agrees that FCDFS or its agent(s) shall, during the term of the contract and for three (3) years after the date of the final report for the applicable period, have reasonable access to and the right to examine any documents and financial records pertaining to the contract for the purposes of an audit of the payments made as a result of the contract.
- E. ANI agrees to provide such additional information as may be required by FCDFS and the cognizant Federal agency to determine the appropriateness of its claim and to provide reasonable estimates of future expenditures.

- F. FCDFS will be responsible for monitoring the provision of administrative support services by ANI to FCDFS customers and, no less frequently than quarterly:
1. reviewing the report submitted by ANI, resolving issues raised;
 2. confirming with ANI, other community agencies, and VDSS to assure that the persons served for whom the ANI is providing administrative support services are "reasonable candidates" or foster children, or are eligible for other related programs; and
 3. certifying to FCDFS on the administrative support services provided by ANI to "reasonable candidates" or other clients.
- G. This amendment shall cover all properly documented services provided by ANI that are subsequently submitted to FCDFS for allowable federal reimbursement within the terms of this contract and within the federally defined timeframes for reimbursement. This amendment shall remain in effect until either party notifies the other party of its intent to terminate the contract, but shall not last longer than the length of the associated contract.

ATTACHMENT A

SCOPE OF SERVICES

- A. Administrative costs to be claimed that are provided by ANI are available to youth, ages 0-18, and families at risk of foster placement, in foster care, or needing day placement or residential special education services. All children who are eligible or qualify for services may receive the services to include:
- 1) Care Coordination.
 - 2) Multi-disciplinary Treatment Staffing by the Family Assessment and Planning team.
 - 3) Development, implementation, and utilization review of Individual/Family Service Plan.
 - 4) Case management to include but not limited to:
 - referral to services,
 - preparation for and participation in judicial proceedings,
 - development of the case plan,
 - case reviews,
 - case management and supervision,
 - child developmental screenings,
 - a proportionate share of related agency overhead, or
 - Activities closely related to those listed above.
- Case information is maintained in individual records at FCDFS.
- B. Among the Title IV-E Foster Care Prevention services to be provided, FCDFS and ANI will be responsible for determining when a child receiving services from ANI may be considered to be a reasonable candidate for foster care (including all forms of out-of-home care). "Reasonable candidates" are those children for whom there is:
- an eligibility determination form which has been completed by VDSS or a local department of social services to establish the child's eligibility under Title IV-E; or

- evidence of court proceedings in relation to the removal of the child from the home (e.g., a petition to the court, a court order, or a transcript of the court's proceedings); or
 - a defined case plan which clearly indicates that, in the absence of effective preventive services, foster care or other out-of-home placement is the planned arrangement for the child.
- C. For all administrative costs associated with foster children or with pre-placement prevention for every child provided the case plan for the child stipulates that, absent the provision of pre-placement preventive services, the child would be a "reasonable candidate" for removal from his or her home.
- "Reasonable candidates" are those children for whom there is:
- a defined case plan which clearly indicates that, absent effective preventive services, foster care (or other out of home placement) is the planned arrangement for the child; or
 - an eligibility determination form which has been completed to establish the child's eligibility under Title IV-E; or
 - evidence of court proceedings in relation to the removal of the child from the home, in the form of a petition to the court, a court order or a transcript of the court's proceedings.
- D. FCDIFS will maintain files at FCDIFS showing evidence of FCDIFS determination of reasonable candidacy. The determination of reasonable candidacy will be documented every six months in the service plan or a suitable addendum as prescribed by VDSS.
- E. FCDIFS and ANI shall cease claiming Federal financial participation (FFP) for the administrative costs related to Title IV-E pre-placement prevention with respect to a child once that child is no longer considered to remain a "reasonable candidate."

Once a child has been determined to be a "reasonable candidate" for foster care, that child shall remain a reasonable candidate until one of the following three events take place:

1. Ages out - The child reaches his/her 18th birthday or up to the month a child completes his/her educational program if the child is expected to complete that educational program by or within the month of his/her 19th birthday; or
2. Status changes - The child is no longer a "reasonable candidate," that is:
 - the child is removed from his/her home and placed in out-of-home care; or
 - the child becomes ineligible for Title IV-E (if that was the criterion upon which reasonable candidacy was based); or
 - the judicial proceedings related to the child are changed to reflect the fact that placement of the child in out-of-home care is no longer the planned arrangement for the child (if that was the criterion upon which reasonable candidacy was based); or

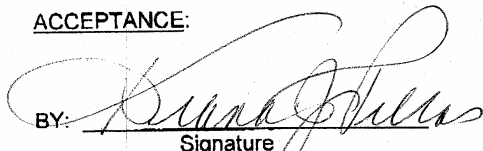
RQ01-480672-21A
Amendment No. 2
Page 5

- FCDFS or ANI, acting under the terms of a written contract with the FCDFS, determines that absent preventive services, out-of-home care is no longer the planned arrangement for the child (if that was the criterion upon which reasonable candidacy was based); or
3. Times out - Six months have elapsed since the child was last determined to be a reasonable candidate or a longer period if conditions have not changed (the same or reasonably equivalent conditions that led the child to be a reasonable candidate continue to exist for the child).

All other terms and conditions shall remain the same.

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

ACCEPTANCE:

BY: 
Signature
Diana T. Pillas
Printed Name

Officer - Past President
Title
3/25/03
Date

DISTRIBUTION:

Contractor
Finance- Accounts Payable
Contract Administrator - LPM
Asst. Buyer, Team 1
DAHS/DFS - Chris Miller